



February 10, 1981

Dear Mr. Campbell;

Enclosed , please find the Conditional Use Permit for the Intermountain Power Project as approved by the Millard County Commission on January 5, 1981.

Notice of hearing was published in both county newspapers and a hearing was held at the time and place advertised as required by law.

The enclosed copy has been certified by the Millard County Clerk.

Sincerely,

Harold W. Stewart, mw

Harold W. Stewart, Chairman
by Marlene Whicker, County Clerk

CFPO

DIST	CO	AT
IPP		
BRD		
IPA		
BRD		
JHA	X	
RCB	X	
BC	X	X
ATD		
JCF	X	
CDH	X	X
HLH		
JMH	X	X
LEJ	X	X
KOC	X	X
JRS	X	X
JLM		
JHM	X	
JPS	X	X
VLP		
GRS	X	X
RDS	X	
JPM	X	X
ASB	X	X
FMR	X	X
BIV	X	X
FILE	X	X
PER JHA		

RJC

5 January 1981

INTERMOUNTAIN POWER PROJECT
CONDITIONAL USE PERMIT

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MILLARD COUNTY, UTAH AS FOLLOWS:

I. GRANT OF APPROVAL

The Millard County Board of Commissioners, pursuant to the authority and procedures provided in Chapter 16 of Millard County Ordinance No. 78, hereby grants a conditional use permit to the Intermountain Power Project, its successors, assigns and transferees (hereinafter "Grantee"), to acquire, construct, install, operate, maintain, repair, replace, reconstruct, rebuild, add to and make betterments to a 3,000 megawatt (net) coal-fired electric power generating station and associated facilities on the real property described in Exhibit A (hereinafter the "Project Site") and to acquire, construct, install, operate, maintain, repair, replace, reconstruct, rebuild, add to and make betterments to facilities in the transportation and communication corridors generally shown on Exhibit B, including, but not limited to, electrical power transmission lines and facilities, railroad spur tracks, water conveyance and handling systems, and microwave station (all of the aforementioned facilities and uses hereinafter referred to as the "Project"). This approval includes:

A. The right to acquire, construct, install, operate, maintain, repair, replace, reconstruct, rebuild, add to and make betterments to any temporary structures on the Project Site and in the transportation and communication corridors, that are necessary or useful to the acquisition, construction, installation, operation, maintenance, repair, replacement, rebuilding or reconstruction of, or making additions or betterments to, the Project;

*EPA Request dated Oct 12, 2010, for Information Pursuant to Section 114 . Response #17 of 17 of Appendix B.

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B. The right to acquire, construct, install, operate, maintain, repair, replace, reconstruct, rebuild, add to and make betterments to any permanent structures and uses on the Project Site and in the transportation and communication corridors that are necessary or useful to the Project for the full life of the Project, including, but not limited to, those structures and uses shown on the proposed Project Site plan attached to the application for the conditional use permit;

C. The right to acquire, construct, install, operate, maintain, repair, replace, reconstruct, rebuild, add to and make betterments to 850 on-site housing units on the Project Site for single or married-without-family-in-residence workers consisting of 200 recreational vehicle sites and utility connections and 650 motel-type units and including related support facilities to meet the needs of the on-site housed workers for food, medical and laundry services and recreational activity during the Project construction period; and

/ D. The right to retain the recreational vehicle sites and utility connections and 250 housing units and the incidental facilities on a permanent basis after construction to accomodate the needs of the Project for temporary workers required for emergency activities, maintenance, repair, rebuilding, replacement or reconstruction of, or making additions or betterments to, the Project.

The approval of these structures and uses is conditioned upon the Grantee's compliance with the terms and conditions stated below.

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II. CONDITIONS

A. WORKER SAFETY

In order to promote worker safety, the Grantee shall:

1. Develop and submit a comprehensive safety program to the Millard County Planning Commission (hereinafter "Planning Commission") for review and comment;
2. Implement and comply with the provisions of the developed program;
3. Conduct a safety orientation briefing for all new employees prior to their beginning work;
4. Conduct, as needed, periodic safety briefings for all employees;
5. During construction, employ and have on the Project Site, during all working hours, at least one full-time safety inspector; and,
- 6. Submit to the Planning Commission at least semi-annual safety reports documenting the most recent on-site inspection by the Occupational Safety and Health Administration, the number of accidents on the Project Site and related facilities, and safety measures taken.

B. LAW ENFORCEMENT AND PROJECT SITE SECURITY

The Grantee shall:

- 1. Develop and submit a Project Site law enforcement and site-security plan to the Planning Commission for review and

5 January 1981

comment by the Planning Commission and the County Sheriff's Department. The plan shall provide for at least monthly meetings between representatives of the Department and the Project to assure coordination in the coverage of Project Site security and law enforcement needs;

2. Implement and comply with the provisions of the developed plan;
3. Install a personnel control fence around the Project Site work area during construction; and
4. Install a personnel or animal control fence around the entire Project Site and, optionally, around the solid waste disposal areas, evaporation ponds, or other areas presenting potential health and safety problems.

C. FIRE PREVENTION AND CONTROL

The Grantee shall:

1. Develop and submit a Project Site fire prevention and control plan to the Planning Commission for review and comment by the Planning Commission and County fire officials;
2. Implement and comply with the provisions of the developed plan;
3. Hold regularly-scheduled fire prevention and control meetings with mandatory attendance of all employees of foreman status or higher;

5 January 1981

4. Employ a full-time fire inspector during construction to ensure compliance with the fire prevention and control plan and other applicable standards and document such compliance with County fire officials; and,
5. Handle and store all combustible materials in accordance with the National Fire Prevention Association standards.

D. MEDICAL SERVICES

The Grantee shall:

1. Develop and submit a Project Site medical emergency plan to the West Millard County Hospital District for review and comment. The plan shall provide for an emergency medical station on the Project Site;
2. Submit said plan, along with any comments of the District to the Planning Commission for review and comment;
3. Implement and comply with the provisions of the developed plan;
4. During construction working hours, have at the Project Site an ambulance with qualified operator and attendant; and
5. During working hours, have at the Project Site a registered nurse.

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E. PERSONNEL ADMINISTRATION

The Grantee shall:

1. Develop and submit demographic reports to the Planning Commission on a quarterly basis during construction and at least annually thereafter. These reports shall include:

- a. Current and projected (three-month) numbers of workers working on the Project in the County; and

- b. Current worker profiles including information on age, craft, housing (location and type), dependents (age and gender), and other information as may be reasonably required by the Planning Commission to determine the demographic impact of the Project on the County.

*Want locations
residents & non residents
of County*

*In annual report include scheduled overhauls
and manpower impact*

F. LANDSCAPING

The Grantee shall:

1. Develop and submit a landscaping and land reclamation plan to the Planning Commission for review and comment. The plan shall provide for:

- a. Restoration of areas of the Project Site disturbed by construction to a point that is no more conducive to erosion than undisturbed land; and

- b. Reasonable landscaping of administration building sites, housing areas and public entrances to the Project Site.

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2. Implement such site restoration and landscaping programs as are generally indicated in the Environmental Impact Statement and the developed landscaping plan; and
3. Develop and submit the Project's plans for surfacing of all temporary or permanent road and parking areas to the Planning Commission for review and comment by the Planning Commission and the County Engineer.

G. TEMPORARY PROJECT SITE HOUSING

- CDH ✓
1. The Grantee shall develop and submit its plot plans, architectural renderings, and designs for Project Site housing facilities and related support facilities to the Planning Commission for review and approval.
 2. The Planning Commission shall review the plans, renderings and designs in accordance with any building or layout standards contained in any ordinances of general applicability in the County as of July 1, 1981, that regulate any aspect of the proposed housing facilities.
 3. In view of the grant of approval to construct 850 Project Site housing units given in this Permit, the Planning Commission shall be obligated to approve any plans, renderings and designs that comply with the standards contained in such applicable County ordinances effective on July 1, 1981.
 4. Failure of the Grantee to obtain final approval for Project Site housing facilities shall not be grounds for the revocation of this Permit or for imposing any delay on the commencement or continuation of construction of the Project.

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5. The Grantee shall restrict residence in Project Site housing facilities to temporary, single or married without family in residence workers only. Under no circumstance shall permanent workers be housed in such facilities.

H. SITE DRAINAGE AND FLOOD CONTROL

The Grantee shall:

Submitted
12/1/81

1. Develop and submit plans for drainage and flood control facilities to the Planning Commission for review and comment; and
2. Implement and comply with the provisions of the developed plan.

I. TRANSPORTATION AND MASS TRANSIT

The Grantee shall:

1. Coordinate with State and local road, highway and transportation officials by providing them with accurate information and data on projected Project-related traffic flows, vehicle loads, routes and time patterns, and potential traffic safety problems;
2. In conjunction with the above-mentioned officials, identify specific direct impacts associated with such Project-related traffic in the immediate vicinity of the Project Site;
3. Review and comment on proposed plans and/or designs for new, upgraded or expanded roadways, appurtenances and traffic safety and control systems which may be recommended by the above-mentioned officials for purposes of alleviating the identified direct impacts;

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4. Routinely and systematically monitor traffic flows, travel patterns, roadway conditions, and potential safety problems associated with the identified direct impacts, and report the results of said monitoring to the appropriate above-mentioned officials; and
5. Coordinate and cooperate with State and local transportation officials in studying mass transit alternatives, evaluating their feasibilities, and developing viable programs when such mass transit alternatives are shown to be responsive to the needs of the user and cost effective.

J. WATER, WASTEWATER, AIR QUALITY AND SOLID WASTE

Certain Project Site facilities and operations, normally categorized as public works or community support facilities, are regulated by State and Federal authorities. These facilities and operations are: culinary and industrial water systems; fire protection water systems; domestic and industrial wastewater systems; air quality systems; domestic and industrial solid waste managements systems; and hazardous waste management systems. The Grantee shall:

1. Prior to application for required State and Federal review, approvals, licenses or permits for such facilities and operations, submit its plans, specifications and other relevant documentation related to such facilities and operations to the Planning Commission for review and comment, excepting any such application made prior to the effective date of this permit;
2. Obtain all required State and Federal reviews, approvals, licenses or permits, and document such obtainment with the County;

*County can
inspect on site*

5 January 1981

3. Comply with all State and Federal standards related to such facilities and operations, and document any non-compliance with the County;
4. Design and construct such facilities with capacity to meet the needs of construction, and operations and maintenance personnel, on-site housing and support facilities, operation and maintenance support facilities, and other temporary or permanent demands related to the proposed Project Site; and
5. Continuously and/or routinely operate, monitor and maintain such facilities, and document State or Federally required monitoring results with the Planning Commission. - *letter once a year highlighting any problems etc*

K. RIGHTS-OF-WAY

The Grantee shall undertake to record notices of all rights-of-way, easements and other property interests obtained by the Project in the County with the County Recorder.

L. CONTINUING INFORMATION

The Grantee shall:

1. Unless otherwise specified herein, on July 1, 1981 and on such date for each year thereafter, throughout the life of the Project, file with the Planning Commission an update of plans and data identified in paragraph III. D. below describing changes in the information or updates thereto; and
2. Promptly notify the Planning Commission of any substantial deviations from the plans and data identified in paragraph III. D. below or updates thereof, and identify and describe such deviations.

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The requirements of this paragraph are intended to be for informational purposes and for purposes of obtaining the aforementioned County review and comment only.

M. COUNTY ACCESS TO PROJECT SITE

County officials shall retain a reasonable right of access to the Project Site and all other Project facilities during normal business hours, unless otherwise prohibited by law or applicable safety regulations.

The Grantee shall not be liable for any injuries occurring to officials or agents of the County entering at the Project Site, except for injuries caused by intentional acts of Project employees.

N. TIME FOR COMPLIANCE

Conditions requiring the Grantee to submit plans and programs to the Planning Commission for review and comment, and to coordinate with State and local officials shall, to the extent feasible, be fulfilled prior to the commencement of site preparation or the deadline set therefore, whichever date is earlier.

O. FEE

The County hereby acknowledges receipt of a \$50,000 installment toward the Conditional Use Permit fee. The balance of the fee, not to exceed \$100,000, shall be paid to Millard County within 30 days after the Grantee receives the proceeds from the first sale of bonds and is authorized by the terms of the applicable bond resolution or other bonding agreement to make disbursements of such proceeds.

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P.

The County shall undertake to identify direct impacts of the Project on the County, as defined in UTAH CODE ANN. Section 11-13-3 (5) (1980), in conjunction with appropriate officials and representatives of the Grantee. The Grantee shall undertake to follow the procedure for alleviating the impacts as provided for in UTAH CODE ANN. Sections 11-13-28 through -34 (1980) as such impacts are identified over the course of construction of the Project. The Grantee shall comply with the terms and conditions of any such impact alleviation contract(s) and/or final determination order(s) made pursuant to the procedures set forth under State Law.

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III. GENERAL TERMS

A. FAILURE TO COMPLY WITH CONDITIONS

Upon the occurrence of an Event of Default (as hereinafter defined) this Permit will be subject to revocation proceedings by the County. Any such revocation proceedings shall afford the Grantee and its agents and designees (i) full and complete due process and (ii) an opportunity to be fully heard and respond to any charges that an Event of Default has occurred and this Permit shall not be revoked except upon the showing of good cause.

As used herein, the term "Event of Default" shall mean the failure by the Grantee to observe or perform or cause to be observed or performed any condition in this Permit to be observed or performed on its part, after written notice specifying such failure and requesting that it be corrected has been given by the County to the Grantee, its agent or designee. Notwithstanding the preceding sentence, no such failure will be or become an Event of Default if:

1. After receipt by the Grantee of the aforementioned written notice, the Grantee institutes or causes to be instituted within a reasonable period of time (which in no event shall exceed 90 days) action reasonably designed to correct such failure and diligently pursues or causes to be diligently pursued such action until such failure is corrected; or
2. Such failure is the result of force majeure (as hereinafter defined); or

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3. Compliance with the condition that has not been complied with would be unreasonably expensive or cause economic waste or would adversely affect the use of the Project or any part thereof for the purposes for which it was intended or cause violation of any local, state or federal law or regulation.

The term "force majeure" as used herein shall include, without limitation, failure or refusal of any other person or entity to comply with then existing contracts; acts of God; strikes, lockouts or other industrial disturbances; act of public enemies; orders of any kind of the government of the United States of America or of the State or any of their departments, agencies, or officials or courts, or any civil or military authority; insurrections; riots; epidemics; landslides; lightning; earthquakes; fire; hurricanes; tornadoes; storms; floods; washouts; droughts; any other acts of the elements; arrests; restraint of government and people; civil disturbances; explosions; failure, breakage or accident to machinery and equipment, or fuel, water or electrical transmission facilities; partial or entire failure of utilities; failure or inability of any person or entity engaged in work on the Project to obtain or ship material or equipment because of similar causes relating to suppliers or carriers; inability of the Grantee to issue or sell its bonds or any other cause of event not reasonably within control of the Grantee, its agents or designee. The Grantee agrees, however, to use its best efforts to remedy or cause to be remedied, any such act of force majeure preventing the Grantee from observing or performing or causing to be performed or observed any condition contained in this Permit; provided that the settlement of strikes, lockouts, and other industrial disturbances against the Grantee or its agents or designees shall be entirely within the discretion of the Grantee or its agents or designees, and the Grantee or its agents or designees

5 January 1981

shall not be required to make settlement of strikes, lockouts and other industrial disturbances by acceding to the demands of the opposing party or parties when such course is in the judgment of the Grantee or its agents or designees unfavorable to the Grantee or its agents or designees. Upon remedy of any force majeure, the reasonable time for cure provided above shall commence.

Any failure by the Grantee to observe or perform, or cause to be observed or performed, any condition in this Permit to be observed or performed on its part shall also subject the Grantee to such other penalties (other than revocation of this Permit) as are provided by law.

B. SEVERABILITY

Should any portion or portions of this Permit become inoperable by operation of law or otherwise, the remainder hereof will continue in full force and effect.

C. TRANSFEREES

This Permit shall be freely transferable by the Grantee to the Intermountain Power Agency. All successors, assigns and transferees of the property subject to this permit, and the facilities found thereon, shall be bound by this permit and held primarily responsible for compliance with the terms and conditions hereof.

D. APPLICATION, PLANS AND DATA

This Conditional Use Permit is granted pursuant to an application dated September 17, 1980, as supplemented by the plans and data attached thereto and referred to therein and by the plans and data referred to by the supplemental letters dated November 17, 1980 and

5 January 1981

November 21, 1980. The application, supplemental letters, and plans and data shall constitute a part of this Permit and shall serve as support therefor. Additional plans or data submitted to the Planning Commission shall be deemed to be additional support for this Permit. Notwithstanding anything to the contrary contained herein, no portion of such application, supplemental letters, plans, data or additional plans and data shall be a part of this Permit if, and to the extent that (i) any portion thereof is inconsistent with this Permit, or (ii) any portion thereof is no longer applicable to the Grantee or the Project.


E. EFFECTIVE DATES

This Conditional Use Permit shall be published immediately, shall be effective 15 days thereafter, and shall remain in full force and effect for so long as the property subject to this Permit is used for the purposes permitted herein unless (a) the Grantee fails to commence site preparation before July 5, 1982, or (b) this Permit is revoked for the failure of the Grantee to comply with the conditions stated herein.

So long as site preparation has commenced before July 5, 1982 and the Grantee thereafter proceeds toward completion with reasonable diligence, there shall be no deadline for the actual completion of construction.


Chairman, Millard County Commission

ATTEST


Millard County Clerk

5 January 1981

EXHIBIT A

LEGAL DESCRIPTION OF THE LYNNDYL
ELECTRICAL GENERATION PLANT SITE

<u>LEGAL DESCRIPTION</u>	<u>ACREAGE</u>
T. 15 S. R. 6 W., S.L.M.:	
Sec. 18 SW 1/4 NW 1/4; SW 1/4	200
Sec. 19 NW 1/4, N 1/2 SW 1/4, SW 1/4 SW 1/4	280
T. 15 S., R. 7 W., S.L.M.:	
Sec. 10 All	640
Sec. 11 All	640
Sec. 12 SW 1/4 SW 1/4	40
Sec. 13 SE 1/4 NE 1/4, E 1/2 SE 1/4, W 1/2 E 1/2, W 1/2.....	600
Sec. 14 All	640
Sec. 15 All	640
Sec. 22 Lots 1, 2, 4, 6, and 9	100.59
Sec. 23 Lots 1, 3, 5, and 6; N 1/2 N 1/2, SE 1/4 NE 1/4	311.28
Sec. 24 Lots 1, 2, 5, and 7: N 1/2, N 1/2 SE 1/4	<u>522.91</u>
TOTAL	4,614.78

I, MARLENE WHICKER COUNTY CLERK AND EX-OFFICIO CLERK OF THE
FIFTH JUDICIAL DISTRICT COURT IN AND FOR MILLARD COUNTY
STATE OF UTAH HERE CERTIFY THAT THE FOREGOING IS A FULL
TRUE AND CORRECT COPY OF THE ORIGINAL DOCUMENT NOW ON
FILE AND OF RECORD IN MY OFFICE AS SUCH CLERK

WITNESS MY HAND AND SEAL OF SAID COURT THIS 10

DAY OF February A.D., 19 81.

Marlene A. Whicker BY _____

MARLENE WHICKER, CLERK

DEPUTY CLERK

LAW OFFICES

SNOW, CHRISTENSEN & MARTINEAU

10 EXCHANGE PLACE, ELEVENTH FLOOR
POST OFFICE BOX 45000
SALT LAKE CITY, UTAH 84145
TELEPHONE (801) 521-9000
FACSIMILE (801) 353-0400

THURMAN & SUTHERLAND	1980
THURMAN, SUTHERLAND & KING	1985
THURMAN, WEDGWOOD & IRVINE	1988
IRVINE, SKEEN & THURMAN	1993
SKEEN, THURMAN, WORSLEY & SNOW	1992
WORSLEY, SNOW & CHRISTENSEN	1997

REED L. MARTINEAU	JODY K. BURNETT
STUART L. POELMAN	STANLEY K. STOLL
RAYMOND M. BERRY	DAVID J. CASTLETON
H. JAMES CLEGG	DAVID W. SLAUGHTER
DAVID W. SLAUGHTER	STANLEY J. PRESTON
A. DENNIS NORTON	THOMAS M. ZARR
ALLAN L. LARSON	JOY L. CLEGG
JOHN E. GATES	R. SCOTT HOWELL
R. BRENT STEPHENS	SHAWN E. ORANEY
KIM R. WILSON	JERRY D. FENN
MICHAEL R. CARLSTON	CRAIG L. BARLOW
GEORGE A. HUNT	JOHN R. LUNO
ELLIOTT J. WILLIAMS	RYAN E. TIBBITTS
DAVID G. WILLIAMS	ANNE SWENSEN
REX E. MADSEN	RODNEY R. PARKER
MAX D. WHEELER	ANDREW M. MORSE
PAUL J. GRAY	RICHARD A. VAN WAGONER
PAUL C. GROZ	DAVID W. STEFFENSEN
MICHAEL D. BLACKBURN	LARRY R. LAYCOCK
ROBERT H. HENDERSON	ROBERT C. KELLER
STEPHEN ROTH	ELIZABETH KING
DENNIS C. FERGUSON	DANIEL O. HILL
DAMIAN G. SMITH	KURT M. FRANKENBURG
STEPHEN J. HILL	MARC T. WANGSGARD
BRUCE H. JENSEN	CAMILLE N. JOHNSON
HENRY K. CHAI II	TERENCE L. ROONEY
BRYCE D. PANZER	THOMAS F. TAYLOR

February 13, 1991

JOHN H. SNOW 1017-1980

OF COUNSEL
MERLIN R. LYBBERT
JOSEPH NOVAK

WRITER'S DIRECT NUMBER:

322-9113

TELECOPIED

Vance Bishop
Intermountain Power Project
155 West Brush Wellman Road
Delta, Utah 84624

Re: Millard County Building Permit

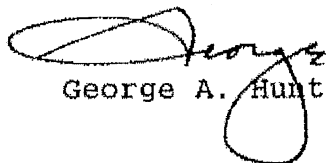
Dear Vance:

Pursuant to our telephone conversation this morning, transmitted herewith are copies of the original Building Permit Agreement with Millard County dated May 17, 1983 as well as a copy of the original Conditional Use Permit for the Intermountain Power Project dated January 5, 1981.

Should you have further questions concerning these documents and the circumstance surrounding their execution, please do not hesitate to call.

Very truly yours,

SNOW, CHRISTENSEN & MARTINEAU


George A. Hunt

GAH:kib
Enclosures

~~Reg~~
VWB

AGREEMENT

This Agreement made and entered into this 17th day of May, 1983, effective as of July 1, 1981, by and between Millard County, a political subdivision of the State of Utah (herein "County") and Intermountain Power Agency, a political subdivision of the State of Utah created pursuant to the Interlocal Co-operation Act (Chapter 13, Title 11, Utah Code Annotated 1953, as amended), with its principal office in Murray, County of Salt Lake, State of Utah (herein "IPA").

Witnesseth:

WHEREAS, IPA, as owner, is in the process of constructing a coal-fired electric power generating station and transportation and communication corridors (collectively herein "Project") pursuant to and in accordance with that certain Conditional Use Permit issued by County on December 1, 1980, as generally described therein and situate within the statutory boundaries of County; and

WHEREAS, County enacted Ordinance No. 90 effective March 18, 1981 thereby adopting certain building, plumbing, electrical and mechanical codes as being applicable within the statutory boundaries of County, and

WHEREAS, IPA is cognizant of the duty of County to its inhabitants to "provide for the safety, and preserve the

health, promote the prosperity, improve the morals, peace and good order, comfort and convenience of the County and the inhabitants thereof, and for the protection of property therein";

WHEREAS, County has determined that its duty to its inhabitants relating to the construction, operation and maintenance of the Project will be fully protected by reason of the engineering, construction and inspection procedures which are and will be employed and utilized by IPA, its employees, consultants and contractors in the construction of the Project and by reason of the fact that IPA is and shall remain the owner of the Project during its useful life; and

WHEREAS, a dispute exists between the parties hereto as to whether Ordinance No. 90 is applicable to or can be enforced against the Project since both County and IPA are political subdivisions of the State of Utah;

NOW, THEREFORE, in consideration of the foregoing and of the covenants and conditions hereinafter to be paid, kept and performed, the parties to this agreement hereby agree as follows:

1. Payment. In full and complete settlement of the existing dispute referred to herein, and in lieu of any and all fees and charges provided for in Ordinance No. 90 which might be applicable to the Project or improvements con-

structed or to be constructed pursuant to the Conditional Use Permit referenced herein, IPA shall pay to County the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) concurrently with the execution of this agreement.

2. Purpose. The payment made herein is for the purpose of settling the existing dispute between the parties, and shall not be considered as impact alleviation funds and shall not be considered in lieu thereof nor as a credit against any such payments, nor as a credit against any future tax payments.

3. Acknowledgement. The parties hereto acknowledge and affirm that by virtue of the engineering, construction and inspection procedures which are and will be utilized by IPA and its employees, consultants and contractors in the construction of the Project, good and sufficient safeguards exist and will continue to exist to ensure safety and protection of the public interest and the interests of those involved.

The parties further acknowledge that upon payment of the sum provided for in paragraph 1 hereinabove, IPA shall be entitled to and will in fact rely on this agreement in financing and constructing the Project.

IPA hereby waives any and all claims which it now has or which may hereafter arise against County which result or

arise from the fact that County is not inspecting the Project or reviewing the Project Plans as provided by the Uniform Building Code.

4. Scope. This agreement is not intended and shall not operate as either a waiver or an acknowledgement of the jurisdiction of either of the parties hereto over the other or the Project; nor, shall it operate to waive or acknowledge the jurisdiction of the State of Utah or the United States of America or any agencies thereof over the Project or either of the parties hereto.

5. Effect. Upon execution of this agreement and payment of the funds provided for herein, County shall neither seek nor collect from IPA or its contractors any fees or charges provided for in Ordinance No. 90 or any modification thereof or subsequent similar ordinance for the construction of the Project now existing or hereafter constructed, and further, shall not require plans for such construction to be submitted for review or approval, nor shall it inspect nor cause to be inspected said Project construction, it being understood and acknowledged that such functions shall be performed internally by IPA, its engineers, consultants and contractors.

The foregoing notwithstanding, in the event IPA determines, at a later date, to construct four (4) power gener-

ating units as opposed to the two (2) units currently projected, the scope and effect of this agreement shall not apply to any facilities constructed in connection with the additional units to the extent said facilities are not within that portion of the Project designated as the "Power Block" or the transmission and communication corridors.

6. Entire Agreement. This agreement constitutes the entire agreement of the parties hereto with respect to the subject matter hereof, supercedes and incorporates all prior discussions and negotiations (both oral and written), and may not be modified or changed except by a subsequent writing signed by both of the parties hereto.

IN WITNESS WHEREOF, this agreement executed on and effective as of the dates first above written.

INTERMOUNTAIN POWER AGENCY

BY 
Its Chief Executive Officer

MILLARD COUNTY

BY 
County Commissioner

BY 
County Commissioner

By Michael R. Hyler
County Commissioner

Attest:

Madeline Whicker
County Clerk

Approved as to Form:

Steven R. Jackson
Steven R. Jackson, Esq.
Millard County Attorney

SNOW, CHRISTENSEN & MARTINEAU

By George A. Hunt
George A. Hunt, Esq.
Attorneys for IPA

32.0602

MILLARD COUNTY MANAGEMENT PLAN
ENGINEERING INSPECTION REQUIREMENTS
for the
INTERMOUNTAIN POWER PROJECT

28 August 1981

M-M Construction Inc.
MARLOW D MACE
L. KNOX HUNTSMAN PE

745-5484

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I. PURPOSE

This Management Plan details the scope of work, manpower, and budget required by Millard County to provide quality Engineering Inspection Services to the Intermountain Power Project to comply with county and state laws and codes.

II. SCOPE OF WORK

A. Construction Plans and Specifications

This will be a study consisting of engineers reviewing the design and specifications from the IPP Architect and Engineer (A & E). This will help insure that IPP will comply with the Codes and Standards of the County and State. This overview will also identify potential problems in the future and insure compliance with the Environmental Impact Statement.

B. Surveying and Structural Engineering

The surveying and structural engineering inspection will help guarantee that the facility is correctly located as per the approved plans and specifications. This overview will assure that Millard County land owners boundaries are protected.

C. Temporary Facilities

IPP will have the following temporary facilities:

- 1) Security Bldg.
- 2) Office/Engineering Bldg
- 3) Field Offices/Trailers
- 4) Worker change facilities
- 5) Warehousing/Laydown areas
- 6) Mechanical/Electrical facilities
- 7) Paint/Carpentry facilities

These facilities must be inspected to insure they have adequate:

- 1) Fire protection
- 2) Sewage
- 3) Air Quality Control

- 4) Potable water
- 5) Construction power
- 6) Safety
- 7) First Aid/Medical

D. Concrete Inspection

- 1) Inspection of concrete mixing facilities to insure accurate and repeatable mixes.
- 2) Inspection of concrete during placement to insure proper "slump" and placement techniques.
- 3) Overseeing the testing of concrete cylinders to insure adequate coverage and meet the requirements of the code.

E. Welding

Inspect welding facilities to insure proper training. Insure all welders are certified as per the codes. Review welding procedures and inspect welds to insure quality and acceptable welds.

F. Quality Assurance and Quality Control (QA, QC)

Auditing and reviewing the Construction Manager QA and QC programs to insure that they have a competent program to provide adequate coverage and meet the requirements of the code.

G. Electrical

Permanent electrical work will be inspected to insure compliance with the codes.

H. Mechanical

Permanent mechanical and piping work will be inspected to insure compliance with the seismic code.

I. Instrumentation and Control (I & C)

I & C will be inspected during installation and startup to insure proper operation.

III. DISCUSSION

Millard County has a locally based engineering firm which can provide these inspection services to the county.

Millard County feels this firm is capable and competent based on the following:

- Reliable performance for doing business with the county in the past.
- Registered Professional Engineer.
- Engineering degree.
- 22 years of experience in related engineering fields which includes 10 years in construction management of large power plants.
- 13 years of general contracting experience which includes 9 years construction management and 4 years structural engineering and dr... 3.
- Degrees in business and accounting.
- Present commitments from colleagues have assured a high quality professional engineering staff.

SCHEDULE-Four 500 ^{hrs} Units	1981	1982	1983	1984	1985	1986	1987	1988	1989					
	Unit #4													
	Unit #3													
	Unit #2													
	Unit #1													
Unit Number	1	2	1	2	3	4	1	2	3	4	1	2	3	4
ENGINEERING														
INSPECTION														
DISCIPLINES														
CIVIL	1	2*					3*	1				2	1	1
MECHANICAL	1*	2*					1*				2	1	1	2
ELECTRICAL		1					1				1	2	1	2
SURVEYING							2*							
STRUCTURAL														
I/C											1	1	1	1
WELDING													1	
DRAFTSMEN														
PERMANENT														
INSPECTION											2		1	1
TOTAL MANYEARS	2/3	5	9	12	14	16	16	16	16	16	12	12	6	6
TOTAL MANHOURS	1386	10400	18720	24960	29120	33280	33280	33280	33280	33280	24960	12480	12480	12480

*One (1) engineer for design review.

MILLARD COUNTY ENGINEERING INSPECTION REQUIREMENTS

*EPA Request dated Oct 12, 2010, for Information Pursuant to Section 114 : Response #17 of 17 of Appendix B.

MEMORANDUM

DATE

OCT 12 1981

MEMO BY R. J. Clark TO J. H. Anthony DATE September 28, 1981

FILE TITLE Building Permits Required for IPP **RECEIVED** 32, 0602

Background

Two written proposals to provide inspection services to or in behalf of Millard County have been received by the County Commissioners and copies given to us. One was by Marlow Mace, a building contractor in Fillmore (copy attached). The other is a recommendation from Steve Young of the MICA organization (copy attached). These two documents have been the subject of much discussion between myself, members of the County Commission, the Chief Building Inspector for Millard County (Mel Roper), and others. On September 4, I was asked to attend a meeting where the following were in attendance:

Eldon Eliason	- County Attorney
Clayton Huntsman	- Deputy County Attorney
Leon Smith	- Chairman, County Planning Commission
Steve Young	- MICA organization
Mel Roper	- Chief Building Inspector (County)
Jim Larsen	- Assistant Building Inspector (County)

At that meeting, with Steve Young as spokesman, I was informed that complete building permits would be required for all aspects of the Project, including the power block. A copy of his letter to the Commissioners was given to me that outlines the revenues the County anticipates receiving from building permits. The whole spirit and gist of the meeting was that the County has been stepped on long enough by the Project and attempts by me to discuss the unreasonableness of the County inspecting the power block, for example, were not accepted by Steve Young. I was further informed that the trailers delivered to the site could not be used since no building permit had been obtained for them. I asked if the \$150,000 we had paid would not cover the building permit for the five trailers. That discussion led to an examination of the County ordinances and it was determined that there were three different variations of the same County ordinance at the meeting and no one could determine which was the correct variation. I told them that I did not see how we could comply with the County ordinance when we did not know what was required and they agreed that IPP could have some time to obtain the necessary permits for the trailers.

The following day, on Saturday, Mel Roper came to my home and informed me that he felt the meeting we had was "ridiculous" and that the building inspectors work directly for the County Commissioners not for Steve Young nor the County Attorney. He also stated that the County Commissioners had asked him to visit me and inform me that no building permits would be required for the trailers and possibly not for most

of the power plant. Later that following week, I brought Mr. Roper on a tour of the site and we conceptually discussed the permit situation agreeing that the employee housing should receive a complete County building permit. Other aspects of the Project, such as the permanent construction offices, should perhaps receive a permit of some kind but that the rest of the power plant should be exempted.

About a week after that tour, Commissioner Ben Robison and Marlow Mace visited me at the construction site. Marlow stated that his proposal was overly ambitious and should be scaled down by a factor of five or six. I told them that I did not agree with the need for their services, and that a better plan would be to deputize me as a county building inspector to certify quality of the work. Mr. Mace has made several attempts to represent himself as the County's agent and attempted to have himself invited to our Monday morning Weekly Construction Meeting with the contractors.

On September 15, I had an informal discussion with the three County Commissioners where I told them very pointedly about my feelings on the Marlow Mace proposal and suggested that their own County Inspector was far more knowledgeable on what would be appropriate at the site. We discussed the suggestions that Mel Roper had made at our earlier meeting to obtain different building permits only for the employee housing. The Commissioners seemed amenable to that, but asked that we meet with them for lunch on Thursday, September 24, and give them some more information.

Meeting of September 25

Virgil Snell and Burr McCorkle of Black & Veatch were there to assist in informing the County of what building permits had been obtained at other power plants and to assure them generally of Black & Veatch's commitment to quality. At the beginning of the meeting, the County Commissioners requested that Carl Haase be invited to attend. I was concerned since I did not want our discussion to be about impacts and wanted the County to keep this discussion free from impact considerations. I telephoned Carl and invited him to the luncheon but asked that he not, in any way, discuss impacts. Unfortunately, after lunch the County Commissioners started by asking Carl several questions. The net result was that we were unable to discuss permits at all until after 2 p.m. and then only briefly when the commissioners asked that we go back to their office and "wrap things up". In the County offices, we were able to have a short discussion about permits. Unfortunately, the discussion on impacts, I believe, put the commissioners in a more unflexible state of mind than they would have been had we been able to eliminate that discussion. As a result of our meeting, Mel Roper and I have been asked to:

1. Present in the near future to the County a detailed proposal which will consist of complete County building permits for all facilities at the power plant except the power block.

2. A single permit for the power block costing \$150,000 (this constitutes the \$150,000 that was already paid to the County).
3. Recommend to the County a permit fee formula for all construction except the main power block.

My reaction to the meeting is that the Project would be well served to as clearly as possible separate the construction work from the impact alleviation work. Without that separation, we will become entangled with the County in many areas needlessly.

RJC:nf

Attachments

cc: Bob Koheppel ✓
Lead Contract Engineers
Rex Stanworth
R. J. Clark

DATE

OCT 12 1981

RECEIVED

INTERMOUNTAIN POWER PROJECT			
File 9255 - 32,0602			
ACTION PARTY			
LCE	LEE	XC	Roch
CE	EE		
ME	MRT		
	SCH		

BLACK & VEATCH
CONSULTING ENGINEERS

RECEIVED

OCT 1 1981

IPP

TEL. (913) 967.2000
TELEX 42-6263

32.0602

R. J. Fitch
FILE

1500 MEADOW LAKE PARKWAY
MAILING ADDRESS: P.O. BOX NO. 8405
KANSAS CITY, MISSOURI 64114

Intermountain Power Project
Intermountain Generating Station
Building Permits and Plant Inspection

B&V Project 9255

B&V File 15.0500

32.0601

32.0602

September 30, 1981

Mr. James H. Anthony, Project Manager
Intermountain Power Project
Department of Water and Power
General Office Building, Room 931
P. O. Box 111
Los Angeles, California 90051

Attention: Mr. Jack Hayashi, Project Engineer

Gentlemen:

Enclosed is a copy of Conference Memorandum 62 concerning our meeting on building permits and plant inspection. If there are any questions or comments concerning this conference memorandum, please let us know.

Very truly yours,

BLACK & VEATCH

[Signature]
Roger W. Dutton

cm
Enclosure

I P P	
DIST	CC AT
RCB	XX
JHA	XX
JMH	XX
RLN	XX
LJW	
LAG	
RTT	
SRS	
JAA	
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HOB	
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MI	XX
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PPW	
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JPS	
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ED K.	
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CDH	XX
RTC	XX
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LET
BC

OCT 1 1981

CDH

CONFERENCE MEMORANDUM 62

Intermountain Power Project
Intermountain Generating Station
Building Permits and Plant Inspection

B&V Project 9255
B&V File 15.0500
32.0601
32.0602
September 29, 1981

Meetings in Hinckley and Delta, Utah on September 24, 1981 to discuss building permits and plant inspection.

Attending:	<u>IPP</u>	<u>Millard County Commissioners</u>	<u>B&V</u>
	Rod Clark	Lee Maxfield	Burr McCorkle
	Carl Haase	Ben Robinson	Virgil Snell
		Harold Stewart	

Chief Building
Inspector
Mel Roper

- | | <u>ACTION PARTY</u> | <u>ACTION DATE</u> |
|---|---------------------|--------------------|
| 1. Mr. Clark handed Black & Veatch (B&V) copies of Millard Intergovernmental Cooperative Alliance letter of August 19, 1981 entitled, "Building Permits and Waiver Requests on Large Building Projects" and seven pages of M&M Construction, Inc. document entitled, "Millard County Management Plan Engineering Inspection Requirements" for background information. Neither of these documents were discussed during the subject meeting. | None | |
| 2. Mr. Snell presented background information on B&V, on Quality Control-Quality Assurance programs that would be used and implemented throughout the project, in order to assure a quality plant. Mr. Snell also discussed reports initiated by four cities in Larimer County, Colorado. These reports were made for the County Commissioners of Larimer County to audit previous environmental impact statements and policies for the Platte River Power Plant in Colorado. | None | |
| 3. Mr. McCorkle presented background information on the inspection waiver of the Citrus County Commissioners for inspection of Florida Power Corporation's Crystal River Units 4 and 5. The waiver of building inspection was done on the basis that B&V would certify that the plant was | | |

CONFERENCE MEMORANDUM 62

Intermountain Power Project 2
Intermountain Generating Station

B&V Project 9255
September 29, 1981

ACTION PARTY ACTION DATE

constructed in accordance with applicable codes and standards. This required that a registered engineer (Mr. Henry Reynolds of B&V) be onsite several years to provide assurance that construction was in conformance with codes and regulations.

None

4. The County Commissioners asked Mr. Roper to report regarding a building permit fee assessed recently for an industrial lime production facility. Mr. Roper stated that as there was no precedent, a negotiated fee of a dollar per thousand dollars of construction cost (total fee about \$1400) was assessed. He said this precedent could possibly be applicable to the Intermountain Power Project (IPP).

None

5. After much discussion of alternatives that could be applicable to IPP, it was agreed that inspection and building permit fees could best be assessed on the basis of two separate areas; the central power generation complex, including fuel and AQCS facilities, and other buildings including workers camp. The \$150,000 already paid for the conditional use permit could probably be applied to the building permit cost as sufficient to cover the entire generation complex, fuel facilities and AQCS facilities. The basis of that portion of the fee for the other buildings and workers camp could be a negotiation similar to the approach on the lime production facility, or the Uniform Building Code formula, the County Commissioners requested that Messrs. Clark and Roper jointly present them with a proposal for the building permit fee based on these general guidelines and the county providing quality assurance monitoring of only the workers camp and the other buildings, used for inhabited areas; e.g., the Administration Building, Construction Management Office Building, etc.

None

CONFERENCE MEMORANDUM 62

Intermountain Power Project 3
Intermountain Generating Station

B&V Project 9255
September 29, 1981

ACTION PARTY ACTION DATE

6. Mr. Clark observed because Intermountain Power Agency was an agency of the State of Utah, their lawyers had stated that technically the County should not be levying a building permit charge against the project.

The Commissioners, however, have felt considerable pressure from the local county residents to levy a building permit against the IPP.

None

BLM:cmc

MEMORANDUM

32.0602

R. J. Clark
MEMO BY R.J. Clark TO J.H. Anthony DATE 11/13/81

FILE TITLE County Permits

On October 23, 1981, I along with M.F. Perez met with Al Colton and George Melling of Fabian & Clendenin and Ron Rencher, IPA Attorney, in Salt Lake City to discuss the county permit situation. I reviewed the status of the situation, indicating how Joseph Fackrell had been brought into the picture by actions of Commissioner Ben Robison and how I had told the Commissioners at our last meeting that I now did not have authority to agree on settlement. The preliminary calculation of the possible permit and plant check fees (copy attached) was presented and discussed. I indicated that these figures had been discussed with and given to Mel Roper, the County Building Inspector. Al Colton presented why Millard County does not have the power or authority to enforce its building code requirements against IPP (copy attached).

During the discussion that followed, various points were brought out:

- (A) Even though the county has no jurisdiction, they may create one if they are allowed to review and inspect work at the site.
- (B) If the county does create a jurisdiction, they also create a liability which could result in very costly insurance requirements. Al Colton will gather information and prepare a memo for me on this issue citing actual cases.
- (C) IPA may not be willing to pay any money in addition to the \$150,000.00 paid with the Conditional Use Permit. The attorneys felt that the wording of the Conditional Use Permit is very clear that the \$150,000.00 should apply to any additional permit fees if required. I indicated that I felt IPA would consider paying an in-lieu fee over and above the fee already paid.
- (D) IPA should attempt to enter into a settlement agreement with the county on this matter. The agreement should provide for an in-lieu payment and plan check fees to the county in return for a statement from the county indicating that they do not have and will not seek jurisdiction over the Project with regard to building permits and enforcement of their building codes. The agreement should also release the county of any liability in connection with construction on the Project site.

It was agreed by all present that in order to maintain the rapport established and to fulfill commitments made to the County Commission, the following should be done:

- (1) I should meet as soon as possible with the Commissioners individually and advise them of our legal position and try to get their reaction to a settlement agreement. I should further make them aware that the Conditional Use Permit provided that the \$150,000.00 paid to the county be applied to any permit fees, if required. I should also indicate that even though we feel that they have no jurisdiction that I would be willing to recommend that IPA pay an in-lieu fee. The county's potential liability and insurance requirements, should they create a jurisdiction by issuing a building permit, should also be brought to the Commissioner's attention.

*EPA Request dated Oct 12, 2010,
for Information Pursuant to Section
114 . Response #17 of 17 of
Appendix B.

IP17_000057

- (2) As soon as I have met with the Commissioners, this same group should meet again to assess the Commissioners' attitudes and to plan our next move.
- (3) Soon after this second meeting, Ron Rencher should meet with Eldon Eliason to discuss Fabian & Clendenin's memorandum on jurisdiction.
- (4) We should continue to work closely with Mel Roper, the County Inspector, in developing a permit and plan check fee for the Project excluding any structures directly involved in the generation of electrical energy.

cc:

R.J. Clark/File ✓
R. Rencher
M. F. Perez

COUNTY OF MILLARD
Planning Dept - Building Inspection Dept.
 71 South 200 West - P.O. Box 854
 Delta, Utah 84624
 Phone 864-2446

October 7, 1987

Intermountain Power Corporation
Attention: Mr. Gary Rose
Rt. 1, Box 864
Delta, Utah 84624

Dear Gary :

Enclosed please find a copy of the special report in regards to the Conditional Use Permit, from the special committee of Robyn Pearson, Greg Greathouse and Jerry Reagan, who met with IPP officials to discuss the CUP.

Please note that items which pertain to the operational phase have been addressed.

We trust that after you have looked this over, you will advise us if you concur or if you have any questions, we hope you will feel free to give us a call.

Sincerely,

Leon Smith
Chairman

LS/js

DIST		C
G. ROSE		R
D. WATERS		
K. NELSON		
J. TRAVIS		
A. ZACHARY		
J. BRISTO		
V. SHIVASTAYA		
J. KYONS		
W. FARMER		
O. MURDOCK		
R. KRIST		
A. HOLST		
O. BEGTAN		
M. EL		
F. KENNEDY		
A. HANSEN		
G. SWALEY		
F. FINNEGAN		

Prepare
response

RECEIVED

OCT 12 1987

1. 1. 1.

COUNTY OF MILLARD
Planning Dept - Building Inspection Dept.
Box 854
Delta, Utah 84624
Phone 864-2446

August, 1987

Mr. Leon Smith, Chairman
Millard County Planning Commission
Box 538
Delta, Utah 84624

Dear Leon:

We, as a special committee appointed by the Millard County Planning Commission, appreciated the opportunity to meet with IPP and IPSC officials for an informal meeting and on-site inspection of the project.

As a special committee, our purpose is to finalize items of the Conditional Use Permit for the construction phase of the project. We also address items that pertain to the operational phase of the project. We feel the best way to effect a solution is to take each item of the CUP, correspond with the Article # and break down each item to be released and each item requiring attention.

INTERMOUNTAIN POWER PROJECT CONDITIONAL USE PERMIT

A. Worker Safety

Completed Items:

1. Worker safety comprehensive program during the construction phase of the project has been completed.

Items Requiring Attention:

1. Submit a worker safety program for plant operation to the Millard County Planning Commission.
2. This program will be used in conjunction with the semi-annual or annual safety reports received by the Millard County Planning Commission from the IPSC.

B. Law Enforcement and Project Site Security

Completed items:

1. Project site law enforcement and site security for the construction phase of the project has been completed.

Items Requiring Attention:

1. An on-going law enforcement and site security plan maintaining coordination between the Millard County Sheriff's Department and IPSC.

This plan shall include:

1. Coordinate between on site security, and the Millard County Sheriff's Department for all Millard County, State and Federal violations.
2. List of personnel in charge of site security or risk management.
3. Semi or annual meeting to establish continuity between IPSC, site security and Millard County Sheriff's Office.
4. Site access on as needed basis.

C. Fire Prevention and Control

Completed items:

1. Project site fire prevention and control plan for construction phase of the project has been completed.

Items Requiring Attention:

1. A copy of the on-going fire prevention and control plan for the operational phase of the plant is needed to establish a working plan between the County Fire District and IPSC. This plan shall establish:

1. Training and coordination
2. Areas to report
3. Personnel to take charge
4. Equipment needs

2. The Millard County Fire District shall be notified in writing by IPSC if they will be or not be used as back up in case of a fire.

D. Medical Services

Completed items:

1. Develop and submit a project site medical emergency plan for the construction phase of the project is complete.

Items Requiring Attention:

1. Medical emergency plan to be submitted to the Millard County Planning Commission to ensure coordination between the County EMT's and IPSC; EMT's and Delta Community Medical Center. This plan shall establish:

1. Training and coordination
2. Transportation provisions
3. Areas to report
4. Personnel to take charge
5. Equipment needed
6. Will 911 be used?

E. Personnel Administration

Completed Items:

1. Develop and submit demographic reports during the construction phase of the project has been completed.

Items Requiring Attention to continue through operation phase.

1. Develop and submit to the Millard County Planning Commission a yearly demographic report. This report should include family location in county, number of family and ages of children.. (names not required).
2. Anticipated manpower impacts due to scheduled overhauls.

F. Landscaping

Completed items:

1. Develop and submit a landscaping and land reclamation plan. This item has been completed.

Items Requiring Attention:

1. Any areas that may be over layed or changed, that have not been addressed before, the Planning Commission shall be contacted for review before the area is changed.

G. Temporary Project Site Housing

Completed items:

1. Develop and submit plot plans, architectural renderings and designs for project site housing facilities and related support facilities is now completed.

In addition, the request to keep and maintain the unoccupied 845 existing on-site units until such time a decision is made relative to expansion of the project and subsequent construction phases has been granted by the Millard County Planning Commission.

H. Site Drainage and Flood Control

Completed Items:

1. Develop and submit plans for drainage and flood control is completed.
However, this will be a continuing, on-going problem.

I. Transportation and Mass Transit

Completed items;

1. Coordinate with state and local road, highway and transportation officials by providing them with accurate information and data on projected project-related traffic flows, vehicle loads, routes and time patterns, and potential traffic safety problems. This is now completed.

Items Requiring Attention:

1. In the event that trucking, or vehicles schedule changes or increases take place from normal plant operation, the above shall apply.

J. Water, Wastewater, Air Quality and Solid Waste

Items Completed:

1. Site facilities and operation of these facilities normally categorized as public works are all in place and appear to be functional. These items are completed for the construction phase of the project.

Items Requiring Attention and Continuous Access:

1. Reports from inspection authorities will be maintained on site for the operation of the Intermountain Power Service Corporation.
2. The Planning Commission shall be granted access to these reports, with prior notification to the Intermountain Power Service Corporation.

K. Right of Way

This item is complete.

L. Continuing Information

M. County Access to Project Site

1. This item shall remain in effect. The County will notify the Intermountain Power Service Corporation prior to coming on site.

We again thank the Planning Commission for this assignment and ask that you express our appreciation to the Intermountain Power Project for a job well done. A copy of this document will be sent to the Millard County Commission.

Special Committee: Robyn Pearson, County Administrator
 Greg Greathouse, Millard County
 Planning Commission
 Jerry Reagan, County Planning, Building
 and Zoning.

INTERMOUNTAIN POWER SERVICE CORPORATION

File: 01.03.10 5/1/12
32.0601

April 30, 1991

Mr. LeRay G. Jackson
Millard County Attorney
P.O. Box 545
Delta, Utah 84624

Dear Mr. Jackson:

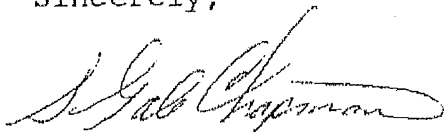
Conditional Use Permit

On April 15, of this year Lana Moon, Robyn Pearson and Jerry Reagan met with Dennis Killian and myself to discuss some issues related to the Conditional Use Permit that IPA has with the county. The main item of discussion was whether Pozzolanac International should be required to obtain a Conditional Use Permit and Building Permit for their planned fly ash loadout facility at the IPP site.

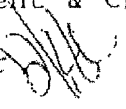
At the conclusion of the meeting Robyn Pearson agreed to give IPSC a letter outlining the county's position on this issue. The one thing that IPSC would like to see in this letter is an assurance from the county that work done under IPA's ownership will continue to remain under the umbrella of the "Building Permit Agreement" of May 17, 1983. We feel that it is important that we continue to have autonomy to expand, upgrade, modify, or change our facilities to meet our changing needs; and, that this type of work can continue to be done without any requirement for additional building permits or county inspection.

We would appreciate it if this could be clearly stated in your letter to us. Also, could you get your letter to us as quickly as possible so that any action taken does not impact Pozzolanac's schedule for beginning their construction activities on-site.

Sincerely,



S. Gale Chapman
President & Chief Operations Officer

DKK:mdr 

*EPA Request dated Oct 12, 2010, for Information Pursuant to Section 114 . Response #17 of 17 of Appendix B.

Brush Wellman Road, Delta, Utah / Mailing Address: Rt. 1, Box 864, Delta, Utah 84624 / Telephone: (801) 864-4414 / FAX: (801) 864-4970

IP17_000064

INTERMOUNTAIN POWER SERVICE CORPORATION

File: 01.03.10
32.0601

7/1 MAR

June 28, 1991

Mr. Leon Smith, Chairman
Millard County Planning Commission
P.O. Box 854
Delta, Utah 84624

Dear Mr. Smith:

Intermountain Power Project Conditional Use Permit

The following information is being submitted as per our agreement in the letter dated March 15, 1988.

This year the safety and training programs were spot-lighted during the Western Utilities Trainer's Conference sponsored by IPSC in May. Ongoing training programs developed by IPSC in the areas of laser alignment, process controls, wellness/rehabilitation, clerical skills, advanced operations and safety/health were presented.

Other events scheduled were a mock disaster, involving hazardous material response, medical care and rescue using on-site emergency response resources; a tour of the Vocational Technical School; and a conference golf tournament at the Sunset View Golf Course.

A high level of training in technical, safety, health and skills development are conducted year round. This has proven instrumental in maintaining the high availability of electrical generation at IPSC.

During the next year both units are scheduled to have a section of the main turbine/generator overhauled. This entails a four week outage for each unit. Additionally, each unit will have a one week outage approximately midway through the year. The current schedule calls for Unit 2 to begin its four week outage on October 28, 1991. Unit 1 is scheduled for its four week outage beginning March 23, 1992. The one week outages for Unit 1 and Unit 2 are scheduled to begin December 2, 1991 and March 9, 1992, respectively. All of these outages will be accomplished primarily

*EPA Request dated Oct 12, 2010, for Information Pursuant to Section 114 . Response #17 of 17 of Appendix B.

Mr. Leon Smith
Page 2
June 28, 1991

with IPSC employees. There will be a small number of contractor personnel on-site during these periods; however, their number will be small and no impact to the county or county facilities is anticipated.

Truck traffic for coal deliveries to IPP is quite low (eight to 10 trucks per day) at this time. It is expected that this low level of traffic will continue for the next several months. As spot purchase contracts expire, are renewed, or awarded to new suppliers, truck traffic could either increase or decrease. IPSC will continue to keep county officials informed of significant changes in the level of traffic as we become aware of them.


Also, attached you will find the demographic report for July 1, 1991.

If you have any questions, please contact Mr. Dennis Killian at 864-4414, Extension 6402.

Sincerely,



S. Gale Chapman
President & Chief Operations Officer

 DKR:mdr
Attachment

ATTACHMENT I
INTERMOUNTAIN POWER SERVICE CORPORATION
DEMOGRAPHIC INFORMATION
JUNE 28, 1991
MILLARD COUNTY

	<u>EMPLOYEES 1990</u>	<u>EMPLOYEES 1991</u>
Delta	356	348
Fillmore	9	11
Hinckley	31	33
Holden	6	6
Kanosh	1	2
Leamington	21	21
Lynndyl	18	21
Meadow	4	4
Oak City	66	67
Scipio	0	0
UNINCORPORATED AREAS		
Deseret	2	3
Oasis	4	3
Sutherland	2	2
OTHER UTAH		
TOTAL	86	88
TOTAL WORK FORCE	606	609

*EPA Request dated Oct 12, 2010, for Information Pursuant to Section 114 . Response #17 of 17 of Appendix B.



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
HOUSE RANGE RESOURCE AREA
Fillmore, Utah 84631

file
CC-BNA
2800
U-42516
U-056

RECEIVED

DEC 7 1981

NOTICE TO PROCEED

IPP

CERTIFIED MAIL NO. 88301
RETURN RECEIPT REQUESTED

December 4, 1981

32.0402

Mr. James H. Anthony
Intermountain Power Project
P. O. Box 88
Sandy, Utah 84070

RE: 59582-2

Dear Mr. Anthony:

This is in response to your letter of October 23, 1981 requesting authorization to conduct geotechnical examinations on the site of the future pumping plant.

You are hereby notified to proceed with the geotechnical examinations required on right-of-way U-42516 for the utility corridor.

This is a limited notice to proceed, subject to the following stipulations:

1. Precautions should be taken to disturb as little vegetation as possible. Trails should be designated on the ground for vehicular access from the existing roads to the work sites. Work areas should not be systematically cleared of vegetation unless absolutely necessary.
2. The area must be left clean and in as natural a condition as is practical. When trenches are finished they must be backfilled and smoothed.
3. The grantee shall comply with all the regulations of the Utah State Oil and Gas Commission with regard to protection of underground aquifers in drilling the test holes.
4. No activities shall take place off the right-of-way which has been granted for the utility corridor.

Sincerely yours,

Area Manager

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United States Department of the Interior

BUREAU OF LAND MANAGEMENT
HOUSE RANGE RESOURCE AREA
Fillmore, Utah 84631

32.0200
IN REPLY REFER TO

2800
U-42517
U-056

August 31, 1981

CERTIFIED MAIL NO. P20 8698072
Return Receipt Requested

RECEIVED

SEP 2 1981

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PER JHA	

James H. Anthony
Project Manager
Intermountain Power Project
P.O. Box 111 - Room 931
Los Angeles, CA 90051

IPP

Dear Sir:

You are hereby notified to proceed with the construction of the rail spur as authorized by right-of-way grant U-42517.

This notice to proceed shall be subject to the provisions of the Construction - Operation Plan which was agreed upon in July 1981. In that Plan under I. Transportation and Access Management, number 4, it states that fencing will not be installed, except at cattleguard locations or as shown on the plans. With this provision goes the understanding that the Intermountain Power Project will assume all responsibility and liability for all livestock losses associated with the construction and operation of the subject railroad.

Sincerely yours,

Thomas L. Jensen
Area Manager

32.0200



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
UTAH STATE OFFICE
138 E. SOUTH TEMPLE
SALT LAKE CITY, UTAH 84111

IN REPLY REFER TO
2800 (U-910)

RIGHT-OF-WAY GRANT

Serial Number: U-42517

Pursuant to Title V of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761) the United States of America (United States) hereby grants to Intermountain Power Project, P.O. Box BB, Sandy, Utah 84070, (Grantee) a right-of-way across Public lands for the construction, operation, maintenance, and termination of a coal haul railroad spur to the Union Pacific Railroad tracks near Lynndyl, Utah. The location of the railroad is depicted on the center line survey maps referred to in Exhibit D hereof.

NATURE OF GRANT:

By this instrument, Grantee receives a nonpossessory, nonexclusive right to use certain Federal lands for the limited purpose of construction, operations, maintenance, and termination of the railroad spur specified in this instrument. The right-of-way shall be limited to 100 feet in width, 50 feet on each side of the center line. It is a general type Grant without site specific stipulations. Site specific stipulations will be added as a part of the Notice to Proceed, which will become a part of this Grant. Exhibit D, Listing of Survey Maps, will also become a part of this Grant when the surveys have been completed.

DURATION OF GRANT:

A. The Grant hereby made shall terminate fifty (50) years from the effective date hereof, at noon, Mountain Standard time, unless prior thereto it is relinquished, abandoned, or otherwise terminated pursuant to the provisions of this Grant or of any applicable Federal Law or regulation.

CFPO

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Save Energy and You Serve America!

B. Notwithstanding the expiration of this Grant or any renewal grant of the right-of-way, or its earlier relinquishments, abandonments, or other termination, the provisions of this Grant, to the extent applicable, shall continue in effect and shall be binding on Grantee, its successors or assigns, until they have fully performed their respective obligations and liabilities accruing before or on account of the expiration, or the prior termination, of the Grant.

C. The Grantee has the right of renewal of this Grant if the lands are still being used for the purposes of a railroad line subject to and in accordance with the provisions of applicable laws and regulations.

D. Any subsequent conveyance, transfer, or other disposition of any right, title, or interest in the Federal lands or any part thereto, burdened by and subservient to the right-of-way, shall, to the extent allowed by law, be subject to the right-of-way, including Grantee's right to apply for renewal of the Right-of-Way Grant.

STIPULATIONS:

The stipulations set forth in Exhibits A, B, and C, attached hereto are incorporated into and made a part of this Grant as are the Notices to Proceed and the Center Line Survey specified in Exhibit D, as fully and effectively as if they were set forth herein in their entirety.

AUTHORITY TO ENTER AGREEMENT:

The Grantee represents and warrants to the United States that: (1) it is duly authorized and empowered under the applicable laws of the State of Utah, its incorporation and by its Charter and By-Laws, to enter into and perform this agreement in accordance with the provisions hereof; (2) its Board of Directors, or duly authorized executive committee, has duly approved, and has duly authorized the execution, delivery, and performance by it of this agreement; (3) all corporate and shareholder action that may be necessary or incidental to the approval of this agreement, and the due execution, delivery and performance hereof by Grantee, has been taken; and (4) that all of the foregoing approvals, authorizations, and actions are in full force and effect at the time of the execution and delivery of this agreement.

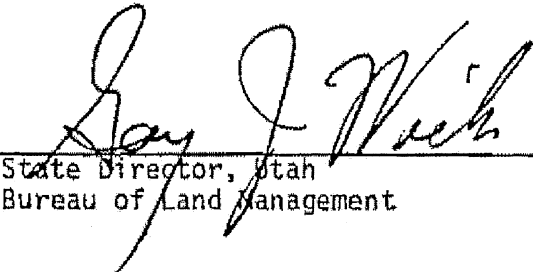
COMPLIANCE:

Failure of Grantee to comply with any provision of the Federal Land Policy and Management Act of October 21, 1976 (90 Stat. 2776; 43 U.S.C. 1761), or of this right-of-way grant shall constitute grounds for suspension or termination of this Grant.

IN WITNESS WHEREOF,

We hereto have duly executed this agreement as of JUL 18 1980
at Noon, Mountain Standard Time, the effective date of this Grant.

UNITED STATES OF AMERICA



State Director, Utah
Bureau of Land Management

EXHIBIT B
ENVIRONMENTAL STIPULATIONS

1. Clearing

The Grantee shall develop a clearing plan. The plan shall contain but not be limited to, the following and shall be approved by the Authorized Officer:

A. Natural vegetation shall be cleared or trimmed only when necessary to provide suitable access for construction, operation and maintenance.

B. Vegetation which has been cleared due to construction or other activity associated with this project will be reestablished to the extent required in each vegetative type in this plan. Vegetation cleared during construction will be shredded and left as mulch.

C. Dozer, blade or ripper-equipped tracked vehicles will not be allowed except for access road and railroad bed construction *unless* —? authorized in writing by the Authorized Officer.

D. Some construction facilities would require removal of vegetation, grading or leveling, compaction, placing crushed rock, fencing, and development of utilities. In these cases the vegetation edges shall be feathered as necessary to reduce visual impacts. *On Plant 21 we have*

2. Erosion Control and Rehabilitation

The Grantee shall develop a site specific erosion control and rehabilitation plan. The plan shall contain, but not be limited to, the following, and shall be approved by the Authorized Officer:

A. Final construction efforts will consist of cleanup and revegetation. Provide a map delineating areas of soils and vegetation types influenced by topography and climate. Include and key to the map land treatment methods for each delineation as follows: Seedbed preparation, seeding prescriptions, seeding methods (to be drilled in all areas feasible), timing for seeding, etc. Provide seed laboratory test for all seeds used to ensure compliance to state and federal seed acts and standards required by the Authorized Officer. Native plant species will be used wherever possible.

Where construction requires the top soil to be disturbed by blading or dozing, provide for identifying and saving top soils by a qualified soils specialist as approved by the Authorized Officer.

Top soil shall be stored in wind rows or stockpiles where it will be undisturbed and not covered by other materials until replaced on the site for rehabilitation purposes.

B. Abandoned work and haul roads, borrow pits, embankments and other disturbed areas will be regraded, obliterated, and revegetated as required by the Authorized Officer.

C. All debris from construction activities will be collected and disposed of in an approved manner at a local land fill approved by the Authorized Officer.

D. All rivers, streams and washes will be crossed at existing roads or bridges, except at locations designated by the Authorized Officer. The applicant will be required to install culverts, bridges, or Arizona crossing at points where new permanent access roads will cross live streams as required by the Authorized Officer. Culverts will be corrugated metal pipes designed to accommodate 50 year flood rates. An Arizona crossing is made by sloping the road bed into and out of the drainage bottom with no fill dirt going into the drainage.

Where intermittent streams are crossed by temporary roads, culverts will be placed and removed upon completion of the project, or Arizona crossing can be used.

E. Any construction activity in a perennial stream will be prohibited unless specifically allowed by the Authorized Officer. All stream channels and washes will be returned to as near as possible to their natural state.

Cross the
Streams or
Rivers

3. Wildlife and Habitat Protection

The Grantee shall, prior to construction activity, have a botanist approved by the Authorized Officer. This botanist shall survey for candidate, proposed, and officially listed threatened and endangered flora. The botanist would make an intensive survey of all areas to be disturbed which are identified by the Authorized Officer as having high potential for threatened and endangered flora. The botanist would be available, as needed, during surface disturbance, to identify candidate ~~for~~ proposed or officially listed threatened or endangered flora.

What?
Habitat?

Livestock and wildlife crossings will be provided where needed. Fencing will be provided along the right-of-way only where there are potential hazards to livestock, wildlife or humans.

ENCLOSURE
LETTER 2

The Grantee shall employ a qualified wildlife biologist approved by the Authorized Officer to survey for rare or endangered species of wildlife and during critical periods for other wildlife along the right-of-way. The following endangered and/or sensitive species are known to be located in the area through which the right-of-way will pass: (1) Bald Eagle, and (2) Golden Eagle. Site specific stipulations will be added to this Grant through the Notice to Proceed process to provide for the protection of these species or their habitats.

4. Access Management

The Grantee shall develop an access management plan. The plan shall contain, but not be limited to, the following and shall be approved by the Authorized Officer:

A. Construction Phases and Activities

Pre-construction and construction activity will continue year-round except as may be provided for elsewhere in these Stipulations or Notices to Proceed. Prior to actual railroad construction, the facilities will be surveyed. Where necessary, the access road would be cleared of vegetation and wire let-down gates installed with proper bracing securing wire tension on all existing fences.

A construction camp may be established only where the available community facilities cannot accommodate the construction work force. This camp will be granted under temporary use permits. The Grantee will apply directly to the district manager in the district where the camp is to be located, and will be subject to all State health requirements. All applications must be made at a minimum of 30 days prior to the need for the camp.

B. Access and Service Roads

Travel would be restricted to the right-of-way and existing public roads and access roads from existing public or private roads to the right-of-way. Cross-country motor vehicle travel is prohibited.

The Grantee shall make application in accordance with applicable regulations for all proposed access roads not granted in the primary right-of-way and located on public lands outside the permit or grant area. New access roads will be closed when required by the Authorized Officer.

All existing access roads on federal lands blocked as the result of construction of project components will be rerouted or rebuilt. Cattle guards or gates will be provided along the new access roads as directed by the Authorized Officer.

Water breaks will be constructed on temporary access roads to adequately divert runoff from road bed. Location of water breaks will be determined by the Authorized Officer. Roadside drainage ditches will be constructed on temporary access roads to reduce water flow and velocity. Drain ditches will be dug at intervals determined by the Authorizing Officer. Roads will be "out-sloped" where possible at three per cent; berms will be removed.

Appropriate road signs for public safety will be provided during construction, such as "Caution Heavy Truck Traffic" or "Be Prepared to Stop", where considered necessary.

Flagmen, barricades, and other safety measures will be provided as required to ensure public safety.

5. Solid Waste Disposal

The construction area will be kept clean at all times. All trash, packing material, oil residues, and other refuse or waste materials will be removed from construction areas on public land and placed in approved sanitary landfills in a manner acceptable to the Authorized Officer.

6. Visual Resource Protection

The Grantee will reclaim all the material borrow areas when possible to blend with adjacent terrain.

The railroad bed profile will be kept as low as possible to cut down its visibility.

7. Safety and Health

The Grantee shall develop a health and safety plan which must be approved by the Authorized Officer.

8. Cultural Resources

The Grantee will provide a qualified paleontologist who will be approved by the Authorized Officer. The paleontologist will conduct an intensive survey of all areas to be disturbed which are identified by the Authorized Officer as having high potential for paleontological resources. An approved paleontologist will be available, as needed, during surface disturbance. If the paleontologist determines that paleontological values will be disturbed, construction will be halted until appropriate action could be taken.

The Grantee shall conduct an intensive archaeological survey and clearance will be required for all project sites prior to new construction. Properties eligible for inclusion in the National Register of Historic Places will be reported to the Preservation Officer as specified in 36 CFR 800.4 36 CFR 60.6 and 36 CFR 63. Wherever possible; sites will be avoided. Where avoidance is not possible, mitigation of adverse effects to all cultural resources will be undertaken in compliance with 36 CFR 800. Sites discovered during construction or other activities authorized by BLM will be evaluated and managed as specified in 36 CFR 800. Archaeologists hired for intensive archaeological survey must be acceptable to the Authorized Officer and must possess a currently valid Antiquities Act Permit.

9. Air Quality

The Grantee will control dust along the railroad bed, access roads and at construction sites as required by the Authorized Officer.

10. Water Resources

Blasting and other surface disturbances by construction will be prohibited within 500 feet of all live springs, reservoirs or water wells unless approved by the Authorized Officer.

The Grantee shall not use water from springs, wells, seeps, creeks, or streams which have been appropriated to federal agencies or other users without the written authorization from the Authorized Officer or water right owner.

IPP Site Office AUG 27 1982

BNE RJC

IN REPLY REFER TO
2800
U-42516
(U-056)

32.0402



United States Department of the Interior

BUREAU OF LAND MANAGEMENT
HOUSE RANGE RESOURCE AREA
Fillmore, Utah 84631

CERTIFIED MAIL NO. 88352
RETURN RECEIPT REQUESTED

August 19, 1982

Mr. James H. Anthony
Project Director
Intermountain Power Project
P. O. Box 111, Room 931
Los Angeles, California 90051

Dear Sir:

By your letter dated August 3, 1982 you requested permission to perform subsurface investigations for the water supply system, your file 59582-2. This right-of-way has been granted, serial number U-42516; and all environmental clearances have been done down to the highway.

You are hereby authorized to proceed with the tests as outlined in your letter. This is a limited notice to proceed on the utility corridor right-of-way, number U-42516.

This notice is subject to the following conditions:

1. All work done on the Utah Department of Transportation right-of-way for U.S. highway 6 shall be in compliance with that department's requirements for such work.

2. Precautions shall be taken to disturb as little vegetation as possible in the area. No clearing of vegetation with any type of blade is authorized.

3. The work areas shall be left in a clean, safe condition by removing all foreign material and smoothing all land where the testing was done.

Sincerely,

Thomas A. Jensen
Area Manager

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JHS	
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DSP	C
GJ	
CFL	C
FILE	Q

*EPA Request dated Oct 12, 2010, for Information Pursuant to Section 114 . Response #17 of 17 of Appendix B.

IP17_000078

921

32.0407

A DEVELOPMENT OF INTERMOUNTAIN POWER AGENCY

[illegible]

Dear Mr. Jensen:

Intermountain Power Project
Soils Investigations
Water Supply System
Serial No. U-42516 2800 (910)
Our File No. 59582-2

Mr. Clifton G. Reese, District Permits and Encroachment Officer, Utah Department of Transportation (UDOT), telephoned our Mr. Jack B. Mehlman, Associate Right-of-Way Engineer, and informed him that since the soils investigations would not be on the highway proper, Bureau of Land Management would grant permission for the soils investigations. Mr. Reese had also contacted Mr. Muhlstein of your office. A copy of UDOT's letter of approval dated July 22, 1982 is enclosed.

Project Manager/Department of Water and Power City of Los Angeles
111 North Hope Street, Los Angeles, California/Mailing Address: P.O. Box 111-Room 931 Los Angeles, California 90051

IP17 000079

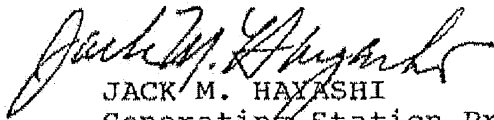
Mr. Thomas L. Jensen
Page 2
August 3, 1982

If you require additional information or have any questions,
please telephone Mr. J. P. Schneider at (213) 481-5512 or
Mr. Jack B. Mehlman at (213) 481-5504.

Sincerely,

JAMES H. ANTHONY
Project Director
Intermountain Power Project

By



JACK M. HAYASHI
Generating Station Project Engineer
Intermountain Power Project

JBM:ahs

Enclosures

cc: Bechtel Power Corporation
Black & Veatch

Messrs. J. P. Schneider w/Enclosures
Jack B. Mehlman "

bcc: Norman E. Nichols (2) w/Enclosures
James H. Anthony/File
V. L. Pruett
Jack M. Hayashi
R. J. Clark
Rex Stanworth
Robert C. Burt
H. J. Christie
L. J. Weidner
Patrick P. Wong w/Enclosures
A. F. Tessen
R. G. Morton w/Enclosures
R. A. Tiritilli
H. L. Kaessner
E. I. King w/Enclosures

IPP Site Office SEP 23 1982

32.0402

INTERMOUNTAIN POWER PROJECT
A DEVELOPMENT OF INTERMOUNTAIN POWER AGENCY

September 17, 1982

Mr. Thomas L. Jensen
Area Manager
Bureau of Land Management
House Range Resources Area
U.S. Department of the Interior
P. O. Box 778
Fillmore, Utah 84631

Dear Mr. Jensen:

Intermountain Power Project
Soils Investigations
Water Supply System

This is in response to the telephone conversation of September 10, 1982 between you and Mr. J. P. Schneider regarding subsurface investigations for our project's surface water supply system. We respectfully request that your office review and, if necessary, issue an additional notice to proceed for the utility corridor right-of-way, No. U-42516.

The additional work authorization may be necessary because the soils investigations at the DMAD Reservoir intake site, as outlined in our letter to you dated October 23, 1981, were delayed until this year because the reservoir did not obtain a low enough level to permit access "in-the-dry." We now anticipate this work will be performed when the DMAD Reservoir reaches sufficiently low stages within this month. Additionally, we anticipate the need to blade some granular soil materials from the higher bluff to provide for trafficability and to form an approximately 5-foot-maximum-height berm to guard against flooding of the site from the rising reservoir.

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LE	<input type="checkbox"/>

Project Manager/Department of Water and Power - City of Los Angeles
111 North Hope Street, Los Angeles, California/Mailing Address: P.O. Box 111-Room 931 Los Angeles, California 90051

*EPA Request dated Oct 12, 2010, for Information Pursuant to Section 114 . Response #17 of 17 of Appendix B.

IP17_000081

Mr. Thomas L. Jensen
Page 2
September 17, 1982

If you require additional information or have any questions,
please telephone Mr. J. P. Schneider at (213) 481-5512.

Sincerely,

JAMES H. ANTHONY
Project Director
Intermountain Power Project

By



JACK M. HAYASHI
Generating Station Project Engineer
Intermountain Power Project

EIK:ahs

cc: Mr. J. P. Schneider

bcc: D. W. Waters
James H. Anthony/File
V. L. Pruett
Jack M. Hayashi
R. J. Clark
Robert C. Burt
H. J. Christie
L. J. Weidner
Patrick P. Wong
A. F. Tessen
R. G. Morton
J. B. Mehlman
E. I. King

32. 0401

RECEIVED

DEC 1 1982

IPP

Dear Mr. Jensen:

Sincerely,

bcc: Reece D. Nielsen
Joseph C. Fackrell
Joseph J. Perez
Robert C. Burt
H. J. Christie
J. H. Anthony/file
V. L. Pruett
R. J. Clark
B. N. Hamer
Patrick P. Wong
A. F. Tessen
R. G. Morton
R. A. Tiritilli

Mr. H. L. Kaessner

[illegible]

IP17 000083

MEMORANDUM

32.0402

MEMO BY B. N. Hamer TO R. J. Clark DATE 2/10/83

FILE TITLE BLM Meeting Minutes

A meeting was held on Tuesday, February 1, 1983 in Fillmore with representatives of Bureau of Land Management (BLM) concerning the Land Use Permit which Intermountain Power Project (IPP) has applied for in order to discharge groundwater onto public lands. As a result of the dewatering effort on the coal car unloading substructures construction.

The following were in attendance:

1. Tom Jensen - Area Manager
2. Roy Edmunds - Environmental Coordinator
(Richfield Office)
3. Roy Lee - Realty Specialist (Richfield Office)
4. Tom Terry - " "
5. Birrell Hirschi - Surface Protection Specialist
6. Manny Perez - IPP, Project Management
7. Phillip Rodriguez - IPP, Project Management

Mr. Jensen explained that the discharging of groundwater onto public land is of great concern to them because of the saturated conditions of the ground at this time of year and the consequential damage to private and state land that could result. He indicated the property owners which we would probably have to contend with were the State of Utah (Sections 6, 32 & 36), and Mr. Jack Knudsen of the First National Land Reserve (Sections 30 & 31). Knudsen has expressed to BLM extreme concern on impounding water onto his farm land. Juab and Millard Counties requested that a driveable passage over the Desert Mountain Road be maintained.

Mr. Jensen stated that if the permit was issued that it would have the following restrictions:

1. The entire area being discharged upon would be reviewed every 2 weeks by a BLM representative and one from IPP.
2. IPP would be held liable to damages incurred by property owners.
3. Juab County is requesting that two 18" diameter culverts be installed on Desert Mountain Road just west of North Sugarville Reservoir (Sections 26 & 27).

Mr. Edmunds stated that an environmental assessment would have to be made and was further requiring a hydrologic impact report be made due to the amount of groundwater being discharged. Mr. Jensen replied that he could not see any reason as to why a report of this nature would be required since our contribution to the surface water runoff would be minimum and dismissed this requirement.

Mr. Terry stated that fees for the permit would be based on land rental fees and would be somewhat difficult to determine because of the many parameters involved (e.g. amount of inundated acres; unable

to ascertain the quantity of discharged groundwater; and due to the frozen condition of the soil the dissipation and evaporation rate of the discharged groundwater). It was decided that 500 acres would be used as the base area and be adjusted at the termination of the dewatering project. The use (or rental) of public land will be estimated on the fair market value as followed:

Fair Market Value of public land	\$150/acre
Total number of acres (estimated)	500
Total value of public land	\$75,000
Assumed percentage inundated	95%
Total Value	\$71,250
Annual rate of return for use of public land	13%
Annual rental	\$9,262
Assumed 3 months use	3/12 or 25%
Total Rental Fee	\$2,315.00

But since BLM is not sure of the total area being inundated a rental deposit in the amount of \$500 will be required at this time with the balance being due at the termination of the discharging period. Mr. Jensen was asked the approximate time period for issuance of the permit. He inturn asked Mr. Terry and he replied two weeks. It was further asked if the permit process could be accelerated since the structure that is being excavated is on our critical path. Mr. Jensen replied that the permit will be issued at the end of this week.

Mr. Terry replied that process required an environmental assessment be done by Mr. Edmunds.

We acknowledged and appreciated Mr. Jensen's efforts.

Mr. Jensen suggested that we make a surveillance of private property, especially with the possibility of receiving claims, prior to commencement of groundwater discharging. He further recommended that a routine surveillance by helicopter be made or maybe contracting a firm to make impact studies, but is not required.

Mr. Rodriguez suggested that he would be available for the two week surveillance but with meetings being coordinated thru Mr. Bruce Hamer.

R
PR/dr

cc: M. F. Perez
B. N. Hamer
P. Rodriguez

FILE 2